

# CRUX-TAIN™ Intellectual Property License Agreement v3.0

*(United States Jurisdiction — Public & Commercial Use Edition)*

Authored and Issued by Gage Detschermitsch

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## INTRODUCTION & DECLARATION OF ORIGIN

This Agreement constitutes a legally binding license and declaration of authorship regarding all intellectual property originating from **CRUX-TAIN™**, the first and foundational intellectual creation of Gage Detschermitsch.

**CRUX-TAIN™** is the umbrella name for the original metaphysical, artistic, conceptual, literary, visual, audio, and digital works authored by Gage Detschermitsch. All subsequent works—whether models, images, sound, code, writing, theology, or design—are tethered to and originated by this first source.

This license establishes:

- Authorship and ownership of **CRUX-TAIN™** and all related works
- Terms of use for all properties derived from **CRUX-TAIN™**
- Distinction between freely released and commercially acquired assets/ intellectual properties (IPs)
- Enforcement mechanisms under United States law

## 1. DEFINITIONS

- **"CRUX-TAIN™"**: The first intellectual property of Gage Detschermitsch. It serves as a source, world, concept, and continuity uniting all subsequent original works.
- **"Work(s)"**: Any intellectual property (3D models, art, music, writing, textures, code, theology, game assets, etc.) authored by Gage Detschermitsch under or within the **CRUX-TAIN™** IP.
- **"Commercial Acquisition"**: Any purchase, trade, commission, or licensed transfer of a Work in exchange for value.
- **"Free Release"**: A Work intentionally and explicitly offered to the public with no license restrictions, as determined solely by the Licensor.

- **"Original Form"**: The unaltered Work as released by the Licensor.
- **"Derivative Work"**: Any altered, adapted, remixed, or recombined version of a Work.
- **"Substantially Identical"**: A Work that retains 90% or more of the original structure, layout, or function, with only minor or cosmetic changes.
- **"False Authorship"**: Misrepresentation of oneself as the creator of a Work or its Substantially Identical Derivative.
- **"Meaningful Transformation"**: Creative or technical alteration sufficient to distinguish the new work from its original form in function or expression.
- **"Licensor"**: Gage Detschermitsch, sole creator and owner of **CRUX-TAIN™** and its derivative works.

## 2. OWNERSHIP & ORIGIN

Gage Detschermitsch is the original creator and rights holder of:

- The **CRUX-TAIN™** IP and all of its narrative, visual, symbolic, and structural elements
- All works created under, from, or by means of the **CRUX-TAIN™** IP
- All works sold, distributed, shared, or licensed bearing authorship ties to **CRUX-TAIN™**

All derivative creative works are connected by shared authorship. **CRUX-TAIN™** is hereby declared the unifying intellectual root of those works.

## 3. LICENSE COVERAGE SCOPE

This Agreement governs:

- All Works tied to **CRUX-TAIN™**
- Only those Works which are acquired through **Commercial Acquisition**
- Does not apply to any Works freely released without license restriction

### Future Works Clause:

All future intellectual properties authored by Gage Detschermitsch are considered part of the **CRUX-TAIN™** IP umbrella and are automatically governed by this license upon Commercial Acquisition, unless explicitly stated otherwise.

#### 4. GRANT OF LICENSE (FOR COMMERCIAL ACQUISITIONS)

For Works acquired through **Commercial Acquisition**, the Licensee is granted a **non-exclusive, perpetual, non-transferable, royalty-free license** to:

- Use the Work in any commercial, personal, educational, or creative context
- Modify and integrate the Work into larger or derivative projects
- Resell or distribute **Derivative Works** only if **Meaningful Transformation** is applied
- Convert formats (e.g., FBX to OBJ) and sell those only if not **Substantially Identical** to the Original Form

#### 5. ATTRIBUTION & HONESTY

Attribution to the Licensor is not required, except when:

- **False Authorship** is implied or claimed
- A **Substantially Identical** copy is being sold or redistributed
- The Work is used in a way that could reasonably mislead others about its origin

Attribution is welcomed, but not mandatory unless “in good faith” honesty is violated.

#### 6. PROHIBITED USES

The Licensee may not:

1. Claim authorship of the **Original Form**
2. Redistribute or resell **Original** or **Substantially Identical** copies
3. Include the Work in asset packs, free libraries, or bundles without **transformation**
4. Use the Work to intentionally mislead, plagiarize, or deceive others in marketplace contexts
5. Upload or host the **Original Form** publicly in a way that bypasses its commercial nature

## 7. FAIR ACQUISITION CLAUSE

The Licensor acknowledges that lawful possession may occur via non-purchase means. In such cases:

- This license does **not** apply
- Use is permitted only if the Work was originally not offered under commercial terms
- **False Authorship** and **Redistribution** prohibitions still apply

## 8. NON-APPLICABILITY TO FREE WORKS

Some **CRUX-TAIN™**-based Works may be:

- Released with no attribution or license requirement
- Considered open-use gifts to the Creative Commons
- Free to use, alter, or monetize without limitation

These Works are publicly released under no contractual burden. This Agreement does **not** cover or restrict those Works.

The Licensor retains the **sole right** to designate which Works are governed by this license and which are not.

## 9. ENFORCEMENT

If this license is violated (for covered Works), the Licensor may:

- Issue formal takedowns (DMCA or platform notices)
- Revoke the license to the violator
- Publicly report the infringement
- Pursue legal action under **U.S. Copyright Law**

Remedies may include:

- Statutory damages (up to **\$150,000** per willful infringement, per *17 U.S.C. § 504*)
- Injunctions
- Attorney fees and court costs (*17 U.S.C. § 505*)

## 10. JURISDICTION & VENUE

This Agreement shall be governed by the laws of the **United States of America**. All legal actions shall take place in the **state or federal courts of the Licensor's choosing**, unless otherwise agreed in writing.

## 11. SEVERABILITY

If any part of this Agreement is found unenforceable, the remainder shall remain in full force and effect.

## 12. VERSION & CONTACT

This license is **Version 3.0**, issued on **July 14, 2025**.

Future versions may supersede it for new transactions but not retroactively.

For inquiries, contact:

**gdetschermitsch@proton.me**

## LICENSE SUMMARY

This license covers all IP derived from **CRUX-TAIN™** and sold by Gage Detschermitsch. Use it. Modify it. Sell transformed versions.

But don't:

- Claim you made it (if you didn't)
- Repost or resell exact copies
- Strip the creator's integrity

**Freely released works are not governed** by the monetarily transactional aspects intended to encompass the purpose of this license.